

Central Lee CSD

Teamsters #238 (Bus Drivers) 7/1/2005 6/30/2008

CENTRAL LEE CSD/TEAMSTERS 05-08
#238 (BUS DRIVERS)

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ARTICLE I

RECOGNITION AND DEFINITIONS

The Board of Directors of School District, Central Lee Community, hereinafter referred to as the '**Board**', recognizes the Chauffeurs Teamsters and Helpers, Local Union No. 238, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the '**Bus Drivers Union**' as the sole and exclusive negotiating agent for those employees of the District within the bargaining unit description decided and **ordered by the Public Employment Relations Board, Case No. 4265, on the 11th day of September 1990, and certified by the Public Employment Relations Board on the 29th of October 1990**, said description being as follows:

The unit described in the above certification is as follows:

Included:

All bus drivers and van drivers of regular special education routes with state authorizations and employed by the Central Lee Community School District.

Excluded:

Superintendent, Principals, Director of Transportation, Bus Mechanic, all other Central Lee Employees that would drive a bus for purposes other than hauling students, all substitute drivers, drivers of passenger cars, station wagons and vans designed to carry not more than nine persons as passengers (unless driven by regular and special ed route drivers holding state bus permits), and all other employees employed by the

Central Lee Community School District and those excluded by Section 4 of the Act.

Definitions:

- 1. The term 'Board', as used in this agreement, shall mean the Board of Education of the Central Lee Community School District or its duly authorized representatives or agents.**
- 2. The term 'Employee', as used in this agreement, shall mean (all) person(s) represented by this union as members of the bargaining unit as defined and certified by the Public Employment Relations Board.**
- 3. The term 'Union', as used in this agreement, shall mean the Chauffeurs Teamsters and Helpers Local No. 238 affiliated with the International Brotherhood of Teamsters.**

ARTICLE II

UNION REPRESENTATION

A. Union Access:

The Business Representative of the Union shall have access to the premises of the employer for the purpose of official union business, as is necessary, upon notification to the Central Lee Administrative Office Personnel. The Business Representative will not conduct such business during work hours unless authorized by the Central Lee Administrative Office Personnel.

B. Union Steward:

The union, at its discretion, may designate and appoint two union stewards. However, said union stewards shall not conduct any union business during his/her regular work hours and shall not interfere with or interrupt whatsoever the duties of any other employee, unless authorized by the employer.

Upon the request of a member a union steward may accompany the member during parent conferences concerning bus discipline problems as an observer.

C. Bulletin Board:

The district agrees to provide a bulletin board in the bus drivers' lounge for the purpose of posting information relating to the affairs of the union.

D. **BUS DISCIPLINARY RULES**

A committee of bus drivers including at least one union steward, administration and board members will meet once every other year to review and propose bus disciplinary rules and forms.

These rules will be put in board policy and must have final approval of the Board of Education.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definition

Grievance - Grievance under this procedure shall be limited to a claim by an employee (or a group of employees) that there has been an alleged violation of any of the specific provisions of this agreement.

B. Purpose and Scope

1. Every employee covered by this agreement shall have the right to present grievances in accordance with these procedures.

2 Failure of an employee (or in the event of an appeal to arbitration, the Union) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and a supervisor's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits set forth herein may be extended or reduced by mutual agreement.

3. As used herein, 'day' shall mean employee day of employment, except during the summer recess when it shall mean days on which the Board's business office is open.

4. Meetings and Hearings: All meetings and hearings, under this procedure, shall be conducted in private and shall include only the grievant, his/her designated representatives and parties of interest from within the board and the administration. It is agreed that any investigation or handling or processing of any grievance shall be conducted so as to result in no interference or

interruption of work activities.

C. **Procedures:**

Step 1. (Informal) An employee with a grievance shall first discuss it with his/her immediate supervisor (the DOT) within five (5) working days from the date of the occurrence of the event giving rise to the grievance. The supervisor shall respond to the grievant and the union steward within three (3) working days.

Step 2. (Formal) If the grievance cannot be resolved informally, the grievant shall file the grievance in writing with his/her immediate supervisor (the DOT) within two (2) working days of the decision in Step 1, and shall note the specific clause or clauses of the agreement alleged to have been violated and the remedy requested. The immediate supervisor (DOT) shall file a written response to the grievant, union steward and business representative within five (5) working days.

Step 3. In the event a grievance has not been satisfactorily resolved at the second step, the grievant may file, within five (5) working days of the immediate supervisor's (DOT) written decision, a copy of the grievance with the Superintendent. Within ten (10) working days after such written grievance is filed, the grievant, the business representative and/or the Union Steward, the immediate supervisor (DOT) and the Superintendent or his/her designee shall meet to resolve the grievance. The Superintendent or his/her designee shall file an answer, in writing to the grievant, union steward and business representative within ten (10) working days of such grievance meeting.

Step 4. If the grievance is not resolved satisfactorily at the third step, there shall be available, a fourth step of impartial binding arbitration. The union may submit, in writing, a request to the superintendent of schools within ten (10) working days from receipt of the step 3 answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator selected from a list of seven (7) arbitrators provided by the Iowa Public Employment Relations Board. Within five (5) days after receipt of the list of the seven (7) arbitrators' names, the union and the employer shall meet and alternately strike a name from the list until one (1) name is left. That person shall be the arbitrator.

Expenses for the arbitrator's services shall be borne equally by the school district and the union and shall include the arbitrator's fee and expenses. Any other expenses shall be paid by the party incurring them.

The arbitrator, in his/her decision, shall have no authority to change, modify, nullify, ignore or add to the provisions of the agreement. The decision of the arbitrator, which shall be rendered within thirty (30) days of the hearing, shall be final and binding upon the parties.

D. **Reprisals:**

No reprisals of any kind shall be taken by the Board or the administration against an employee because of his/her participation in this grievance procedure.

ARTICLE IV

MANAGEMENT RIGHTS

1. Management Rights

Unless expressly modified herein, the Central Lee Community School District shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty and the right to:

- A. Direct the work of its employees.
- B. Hire, promote, demote, transfer, assign and retain employees in positions within the district.
- C. Suspend or discharge employees for proper cause.
- D. Maintain the efficiency of district operations.
- E. Relieve employees from duties because of lack of work or for other legitimate reasons.
- F. Determine and implement methods, means, assignments and personnel by which the district's operations are to be conducted.
- G. Take such action as may be necessary to carry out the mission of the district.
- H. Exercise all powers and duties granted to the district by law.

2. Precedent

Any single act or decision by the administration or Board of Education shall not serve as a precedent for future acts or decisions.

ARTICLE V
DUES DEDUCTION

Authorization:

Any employee who is a member of the Union or who has applied for membership, may deliver to the Board or its designee an assignment in writing duly executed by such employee authorizing payroll deduction of union dues. Dues may include initiation fees and special assessments. Dues deduction forms will be provided by the Union. The amounts to be deducted shall be certified to the employer by the Recording Secretary of the Union. The District agrees to remit all such deductions to the Union by the 25th of the month.

Regular Deduction:

Pursuant to receipt of a proper deduction authorization being received by the Board, at least by September 5th of each year, the Board shall deduct one ninth (1/9) of the total amount authorized from the regular salary check of the employee each month. Anyone wanting to join the Union and have Union dues, assessment and initiation fees deducted from their check may do so by filling out the proper authorization form and submitting it to the Union. The Union will furnish the board office a copy of this form by the 5th of the month the deduction is to begin.

ARTICLE VIII

WAGES

Rate of Pay

Each regular route driver shall be paid a salary of \$959.89¹ per month for the 2005-2006 school year.

Special Ed Routes: \$11.23/hr 2005-2006

Mileage

Each regular route shall provide a mileage payment of \$2.34² per mile per month.

Dividing Routes

When it is necessary to move students from one bus to another to be transported home, the bus drivers transporting those students from another bus shall be paid that bus drivers pay, as follows:

Transport all students on one bus - full route pay
Transport ½ the students on two buses - ½ route pay
per bus
Transport of students using more than two buses -
\$5.00 per bus

¹ \$988.69, 2006-07 & \$1,018.35, 2007-08

All Spec. Ed. 11.57, 2006-07 & 11.92, 2007-08

² \$2.41, 2006-07 & \$2.48, 2007-08

Show Pay

There shall be a one hour guarantee at minimum wage for regular routes. Drivers shall not be at the school until one half hour before they are scheduled to leave on regular route.

In District and Out of District Trips

Each year, those regular drivers wishing to drive school day, out-of district and summer trips shall sign a roster to indicate the type of trips desired.

School Day Trips - School day trips shall be defined as trips taken between the end of morning route and the beginning of evening routes. When a new driver or sub is taking over a route and needs to learn it, the driver of that route will show that new driver or sub. If that driver is not available to do so, then the most senior driver available will be the one to show the new driver or sub the route.

Out of District Trips - Out of District trips shall be defined as trips that may begin before the end of the morning route and/or take place during or after the evening route.

Summer Trips - Summer trips shall be defined as trips that occur after the last day of the student school year and before the first day of school of the following school year. Drivers need to apply for vacations, in one week blocks, prior to trip assignment date. Any summer trip that runs five (5) consecutive days or more shall be bid on by seniority only. These trips will not be included in the roster with the rest of the trips.

Pre-School Route - When this route becomes vacant, the pre-school route during the day will be bid on by seniority and will use a substitute driver to replace the bid driver when necessary. Drivers with daily pre-school routes will be exempt from the School Day Trips, when these trips interfere with their daily pre-school route. All continuous routes will be contracted and a substitute secured in the same manner as any other bus route.

A list of school day, out of district and summer trips shall be posted in each driver's box on the fourth Monday of the month by 9:00 AM. On the fourth Tuesday of the month, out of

district and school day trip drivers will meet as a group with the DOT or his/her designee to select trips for assignment. Drivers will select their trip preferences based on a rotating seniority basis. (Example: The most senior driver will choose a trip, the next senior driver will choose a trip from the remaining pool, and so on until all drivers have selected a trip. The selection process will begin again with second, third, or fourth, etc. round selections until all trips have been selected. The trips lists shall be finalized on the fourth Wednesday of the month. If a holiday falls on the fourth Monday, then trips will be posted on the fourth Tuesday and finalized on the fourth Thursday.

Any school day, out of district, or summer trip that comes in after trips have been selected and finalized, will be assigned to the next most senior driver from the list on a rotating seniority basis. The following month, the process of trips selections will start with the next driver on the trip list.

In the case where two or more drivers are sent to the same destination, and one or more of the drivers are asked to return, the driver(s) who selected the trip in the earliest round will be the one(s) to stay. If drivers chose the same trip in the same round, the driver with the most seniority would stay.

Any assigned trip may be traded between drivers. Any change in an assigned trip must be approved through the DOT, Superintendent or their designee. The central office personnel will secure the substitute driver if the change is deemed approved and necessary.

Each school day or out of district trip shall provide an hourly salary of **\$8.59³** per hour for the **2005-2006** school year, with a minimum of **\$10.44⁴** per trip for the **2005-2006** school year. In addition, should a driver be unable to drive his/her regular route due to the activity trip, he/she shall receive his/her route pay, but will be "docked" two hours of trip time.

³ \$8.85, 2006-07 & \$9.12, 2007-08

⁴ \$10.75, 2006-07 & \$11.07, 2007-08

The driver will be reimbursed for cost of meals to a maximum of \$5.00 for breakfast, \$5.00 for noon meal when a trip covers the hours of 11:00 a.m. - 1:00 p.m. and \$7.00 for supper when a trip covers the hours of 5:00 p.m. - 7:00 p.m. and is at least four (4) hours in duration.

Overnight Activity Trips

Drivers involved in overnight trips will be paid \$8.59^s per hour for the 2005-2006 school year up to a maximum of an equivalent of 10 hours driving time. It is expected that "equivalent driving time" would include time spent driving or waiting between locations at the designated site of the activity. The driver would be expected to provide necessary transportation for the entire time necessary for a given day.

In addition, the driver will be provided a single room at, if possible, the motel the sponsors and students are staying at - plus \$15.00 per day for meals. The cost of room and meals will be reimbursed upon the exhibit of receipts.

In-Service Meetings

In-service meetings or state classes - any meeting required by the District or State. Drivers will be paid the state minimum wage per hour for any in-service meeting or class with a maximum of twenty-nine (29) hours. The hourly pay for meetings or classes will include time spent in the classroom and travel to and from meetings or schooling. Time starts when leaving the school to travel to meetings or schooling.

^s \$8.85, 2006-07 & \$9.12, 2007-08

Bus Disciplinary Meetings

When a driver is required to attend a bus disciplinary meeting with the student and parents, they shall receive \$5.00 per meeting at levels 3-4. When a student is removed from the bus and loses his/her bus privileges, and a bus disciplinary meeting with student and parents is the next step, the student will not resume bus privileges until that meeting has taken place. The driver will be in attendance or the meeting will be postponed until the driver is available. If the meeting was set and agreed to by the driver and the driver cannot attend, a steward may sit in for that driver.

Service of Buses

Drivers will be paid \$10.00 per month for taking bus to the garage for service.

Pay Day

Employees will be paid once a month as per a schedule of days for time sheets to be turned in and days designated as pay days. Anytime a time sheet is changed for any reason, the employee will be notified of the change and the reason for that change.

ARTICLE IX
TEMPORARY LEAVES

1. Sick Leave - Ref. Page 10 Bus Manual

PERSONAL ILLNESS:

Transportation personnel will be granted leave of absence for personal illness or injury with full pay in the amounts.

First year of employment	15 days
Second " " "	15 days
Third " " "	15 days
Fourth " " "	15 days
Fifth " " "	15 days
Sixth and subsequent years	15 days

The above amounts shall apply only to consecutive years of employment in the same school district, and unused portions shall be cumulative to a maximum of **120 days**. The school board, in each case, shall require such reasonable evidence as it may desire confirming the necessity for such leave of absence. Sick leave shall be defined as absence for personal illness or injury.

Any employee making a claim for paid sick leave in excess of five (5) consecutive working days or an employee who is absent more than ten (10) work days in a month from their duties because of illness shall provide a medical report from his/her physician confirming the necessity for the leave.

Five (5) days of sick leave per year for minor children at home or spouse's illness shall be granted, and sick leave shall be deducted from accumulated sick leave.

Whenever possible, planned use of sick leave shall be preceded by 30 days notice to the Superintendent.

- F. Drivers will be paid \$35.00 per day for unused personal days, to be paid in full day increments at the end of the school year.

5. **Jury Duty Leave**

Leave without loss of pay shall be granted by the Superintendent in cases of jury duty or subpoena. If the employee is paid for this public duty, the district will, upon verification provided by the employee, pay the difference between the payment for the public duty and the employee's daily wage.

It is noted that mileage reimbursement to employee is not considered a part of this policy.

6. **Leave for Court Appearance**

For appearances in Court, an employee will be granted leave and paid employee's usual compensation provided that the employee appears in response to a subpoena and further provided that there must be prior written approval for such appearance obtained from the Superintendent of Schools, except that no payment will be made to the employee for leave when:

- A. The employee is involved in legal action against the District.
- B. The legal action is against the District, whether by the employee or some other employee of the School District.
- C. The legal action is one in which the employee, husband, wife, child, or parent of such employee is a party.

Should the District take action to require an employee to appear in Court, the employee required to appear shall not suffer any loss in pay. Any employee who is paid compensation from the School District for leave as provided herein, shall make application to the appropriate Court for witness fees, and upon receipt of said fees shall pay such fees to the School District. This reimbursement applies only to witness fees and not to mileage.

7. **Military Leave**

An employee employed by the Central Lee School District being called to active duty in the military service shall be entitled to a leave of absence from employment for the period of such active state or federal service without loss of pay during the first thirty (30) days of such leave of absence. (Iowa Code 29A.28). Such employee shall retain employment status.

8. **Leave of Absence**

Should a full-time employee with one or more years of continuous District service be elected to a full-time Local Union 238, state or national union office, he or she shall be granted, upon request, an unpaid leave of absence for not more than one (1) year. The employee may do so without loss of seniority provided employee informs the District, in advance of the election, that he/she intends to seek election to said office and that notification of a successful election shall be within five (5) days of the date of the election.

9. **Medical Examination**

In the case of all leaves which pertain to an employee's health, an employee, when requested by the board, shall present themselves before the District's appointed doctor in order to obtain an opinion as to an employee's physical status to perform their work. The doctor's fee shall be the responsibility of the District. If a conflict of opinion arises between the employee's doctor and the doctor retained by the District, a third disinterested doctor, mutually agreed upon, will make a final decision. The cost for this third doctor would be borne by the District.

ARTICLE XI

TRANSFER PROCEDURES

Vacancy

A vacant position or vacancy exists when a current position becomes available because of death, retirement, resignation, transfer or termination of an employee and management determines to fill the position. A vacancy does not exist when the number of positions are being reduced and it becomes necessary to assign or reassign employees.

Notice

During the school year the District shall post all vacancies for five (5) working days. Notices of the vacancies shall be posted at the administrative offices and on the Union bulletin board in the drivers' lounge.

During the summer months, notice of vacancies shall be furnished to Union Stewards and posted in the Administrative offices and on the Union bulletin board in the drivers' lounge.

Requests for Transfer

Any employee interested in transferring to any vacancy or new job shall notify the Director of Transportation or his/her designee in writing. Any employee responding to those postings will be considered in filling the vacancy. In making a determination whether to grant a transfer the Board shall consider the needs of the school district. New jobs and vacancies that are filled by transfer shall be filled by the applicant with the most seniority; however, the Employer may require a three (3) week trial period for transfer positions. No employee will be denied retaining a transfer position without an explanation of the reasons for denial. In the event an employee's request for a transfer is denied, he/she shall receive written notice with an explanation of the reasons for the denial.

Procedures for Cancelled Routes

In the event that a regular bus route is cancelled, the driver of that route may transfer to the regular route of the least senior bus driver. The bus driver that was bumped may become a substitute bus driver and then *refer to recall rights, Article XII, Staff Reduction as to future employment status.*

ARTICLE XII

STAFF REDUCTION

Notification

The employer, for any reason, may determine that it is necessary to reduce the number of employees. If employees must be laid off, the employer shall notify the employee(s) to be reduced 2 weeks prior to lay off or termination date and determine which employees are to be retained.

Procedure

Whenever a reduction in force occurs, probationary employees shall be reduced first and without rights. When further reductions are necessary, seniority shall be determinative.

Recall

If openings occur within one (1) year of the lay-off, employees determined to be qualified, by the District, will be re-employed in the inverse order of lay-off. If an employee fails to return to work within seven (7) calendar days after being recalled, this failure to return to work shall be considered as a resignation and the next eligible employee shall be recalled.

ARTICLE XIII
IN SCHOOL WORK YEAR

Hours

Employee work hours shall be in accordance with bus routes determined by the District.

Work Year

The regular in-school work year for employees shall not exceed 180 work days plus (6) holidays.

Holidays

The contract of employees shall include six paid holidays. Such holidays shall include Labor Day, Thanksgiving, Christmas, New Year's Day, President's Day and Memorial Day. No employee shall be required to perform duties on any of the above holidays. Employees must be employed thirty days before he/she qualifies for holiday pay and the employee must be present the last and first work day before and after said holidays in order to receive compensation for that holiday. Exceptions would be:

1. If the holiday falls outside the employee work year.
2. For bonafide illness, supported by a doctor's statement, if determined necessary by the Superintendent or Director of Transportation.

ARTICLE XIV

DISCIPLINE AND DISCHARGE

The parties recognize the authority of the employer to discipline or discharge employees. Disciplinary action or measures may include any of the following:

Oral reprimand

Written reprimand - (Notice to be given in writing and sent to Business Representative)

Suspension - (Notice to be given in writing and sent to Business Representative)

Discharge - (Notice to be given in writing and sent to Business Representative)

Disciplinary action may be imposed upon an employee only for failure to fulfill his/her responsibilities as an employee or for any other just cause.

Disciplinary action shall be progressive for minor offenses; major offenses may be punished as management determines.

If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before the other employees or the public.

The union shall receive written notice of any suspension or discharge imposed upon an employee within three (3) working days of the time such action is taken.

In the case of any suspension or discharge, the union may skip to step 3 of the grievance procedure.

ARTICLE XV

COMPLIANCE CLAUSES AND DURATION

- A. Compliance Between Individual Contracts and Comprehensive Agreement.

The specific terms of conditions of this collective bargaining agreement shall prevail over any conflicting terms and conditions of any past individual employee's contracts entered into by the Board and any individual employee.

- B. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

- C. Notices:

Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by letter at the following designated addresses or at such other addresses as may be designated by a party in written notification to the other party - unless other means of communications are more practical.

1. If by the Union, to the Superintendent of Schools at 2642 Hwy 218, Donnellson, Iowa 52625
2. If by Board, to the Union Representative at 16452 Highway 34, West Burlington, IA 52655

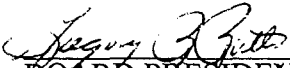
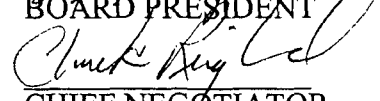
D. Duration Period:

This Agreement shall be effective as of **July 1, 2005** and shall continue in effect until **June 30, 2008**.


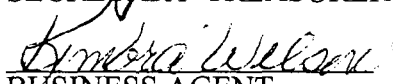

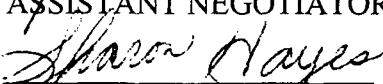
E. Signature Clause:

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their chief negotiators, and their signatures placed there on, all on the _____ day of _____, 2005.

BY THE DISTRICT


BOARD PRESIDENT

CHIEF NEGOTIATOR

BY THE UNION


SECRETARY-TREASURER

BUSINESS AGENT

ASSISTANT NEGOTIATOR

ASSISTANT NEGOTIATOR